

Notice to Offerors

Request for Proposals #1059910 for Mental Health Services for Seniors

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Item A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Also note that for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments", "Office of Procurement" and then "Living Wage". Also, the Wage Requirements law ("Living Wage") is available at the same website.

If there is a need for sign-language interpretation and/or other special accommodations, it is requested that at least five (5) days advanced notice be provided to the County's Office of Procurement contact on page 1.



REQUEST FOR PROPOSALS
RFP# 1059910
Mental Health Services for Seniors
May 5, 2016

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and five (5) copies of your proposal must be submitted in a sealed envelope/package no later than 2:00 PM on June 14, 2016, the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at **2:00 PM on May 24, 2016, at 401 Hungerford Drive, 1st floor Conference room D.**

The County will not accept proposals it receives by fax or e-mail. **All faxed or e-mailed proposals will be returned.**

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, contact **Sybil Greenhut, 401 Hungerford Drive, Rockville, MD 20855, at (240) 777-3962.**

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, contact **Samuel Flood at (240) 777-9946.**

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
or	
This is a Construction Contract (See Attachment H):	
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	

Director
Office of Procurement

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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Legal Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the offeror must be used in proposals received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submission of a proposal under this solicitation, the offeror agrees that County has 120 days after the due date in order to accept the proposal. The County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 3) indicating agreement with all the provisions, terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

General Conditions of Contract between County & Contractor.

Minority Business Program & Offeror's Guidelines.

Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan".

Offeror's Certification of Cost & Price (for contracts above \$100,000)

Wage Requirements (Living Wage) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, "Wage Requirements Certification", "503(c)(3) Non-profit Organization's Employee's Wage, and Health Insurance Form"

All representations and certifications listed in this document.

Mandatory Insurance Requirement

Prevailing Wage Requirements only for a construction contract between the County and Contractor

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively, its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible, an offeror who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror is unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;

The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;

The integrity, reputation and experience of the offeror and its key personnel;

The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;

The offeror's previous and existing compliance with laws and ordinances relating to the contract or services;

The sufficiency of financial resources of the offeror to perform the contract or provide the services;

The certification of an appropriate accounting system, if required by the contract type;

The offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and Past debarment by the County or other entity.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)**JOINT PROCUREMENT**

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations. An entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction listed in this section will be solely responsible for and contract directly with the offeror under the jurisdiction's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PREVAILING WAGE (County Code Sections 11B-33C and 20-75)

The Prevailing Wage Law applies to all construction contracts. Under County law, a County-financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

An aggrieved employee is a third-party beneficiary of this Contract and the employee may, by civil action, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

PROPOSALS

Sealed proposals are due in the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville MD 20850 4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions, and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope/package that is clearly marked with the RFP number, due date, the opening time, and the individual/company's name. Proposals received after the date and time specified will not be considered and will be returned unopened to the offeror. The County will not be responsible for a proposal that is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or modified by the offeror upon receipt of a written request received before the specified due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential, commercial, or financial information as defined by the Maryland Information Act, State Government Articles 10 617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter. It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential, commercial, or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words "confidential" or "proprietary." The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it believes and expressly permits the County to deem it not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Office of Procurement: (a) within ten (10) days after the Director, Office of Procurement, publicly posts the proposed contract award, if the offeror seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency). If the fee is paid by check, the check must be made out to "Montgomery County Government". The Director, Office of Procurement, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Office of Procurement, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address, email address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends support its protest.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors, per Section 3.2.2 of the Procurement Regulations, to keep informed of the current status of any proposed awardee for contracts in which they are interested.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee(s).

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: <http://www.montgomerycountymd.gov/PRO/Solicitations.html> and in the Office of Procurement, Rockville Center, 255 Rockville Pike, Ste. 180, Rockville, Maryland.

QUALIFICATIONS OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

QUESTIONS

All technical and non-technical questions pertaining to this solicitation are to be directed to the individuals whose names are indicated on Page 1 of this solicitation.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements (Living Wage) for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If an offeror fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable and rejected under County law.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. The County reserves the right to solely determine the materiality of any solicitation amendment in relation to its acknowledgement. Offerors may acknowledge solicitation amendments by one of the following:

By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.

By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.

By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers and submitted with the proposal or prior to the proposal's due date and time.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

If an offeror desires to change a proposal that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment numbers. The change must be received at the place designated prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of a firm's proposal will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

TIE SCORING

In case of a tie in the numerical Qualification and Selection Committee scoring, the tie will be resolved by offering the proposed contract to the Offeror who has its principal place of business in Montgomery County, Maryland. If still tied, then the tie will be resolved in accordance with the criteria in the order stated under Procurement Regulation 4.1.2.4(f).

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Office of Procurement, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other

expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability	300	500	1,000	See
minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors				Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability*	250	500	1,000	See
for errors, omissions				
Attachment				
and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000				

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See	Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

28. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

29. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

30. TIME

Time is of the essence.

31. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

32. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

SECTION C - SCOPE OF SERVICES:**I. BACKGROUND:**

According to former Surgeon General David Satcher's report on mental health, released in December 1999, one (1) in five (5) persons aged fifty five (55) and over experience specific mental health disorders that are not part of "normal aging" and half of all Americans experience a psychiatric disorder at some point during their lives. While seniors constitute approximately 13% of the population, they receive only 6% of community mental health services and 9% of private mental health services. Stigma attached to mental illness, and possible fear and shame that may be associated with this stigma, lead many seniors to be uncertain or avoidant in relation to treatment in traditional office settings. Other seniors may not be able to access treatment due to physical problems; transportation limitations; or mental health symptoms such as depressed mood, anxiety, suspicion, or cognitive impairment. The services offered through the contract resulting from this solicitation will therefore be in the home or in familiar community settings. While many clients self-refer, many referrals often come from County or community agencies or interested others.

II. INTENT

The Montgomery County Department of Health and Human Services (DHHS) seeks an experienced and qualified entity to provide appropriate outreach and mental health services for Montgomery County residents sixty (60) years of age or older with mental health needs. These are residents who are not eligible for, or do not meet the medical necessity criteria for services provided by the Public Mental Health System. This contract will provide for a continuum of mental health services for seniors described in two scopes of service.

The primary goal of Scope I is to provide home based mental health services to seniors who are not willing or able to utilize traditional office-based services. If a client is not willing or able to accept these services in the home, a local facility, such as a Senior Center, provided by either the Contractor or the County may be used.

The primary goal of Scope II is to provide prevention and early intervention mental health services to seniors, and to increase the awareness of mental health providers in the community.

. The County intends for this program of services to do the following:

- a. Reach out to seniors and mental health service providers to increase awareness and knowledge about mental health issues affecting senior citizens via the methods described below Scope II;
- b. Provide client support in dealing with mental health issues;
- c. Improve client coping skills;
- d. Increase knowledge about mental health services that are available;
- e. Identify seniors who might benefit from early intervention; and
- f. Make appropriate referrals when needed.

The total estimated Fiscal Year 2017 (FY17) compensation for the contract resulting from this RFP is approximately \$506,250.00. This amount is an estimate only and the County makes no guarantee of a specific compensation amount. All compensation payable under any contract resulting from this solicitation is subject to and contingent upon the County's appropriation and encumbrance of funding for this program described in this solicitation. This solicitation will result in one contract with the successful offeror.

Offerors may include subcontractors in their proposal. Subcontractors and their roles must be identified in the proposal in the form of a plan which includes a description of how the subcontractor(s) will be utilized and how services will be delivered. In these cases, offerors are encouraged to include Letters of Intent in their proposals. The County will contract with the lead organization who will be responsible for the subcontractor's work and payment. All subcontractors are subject to County review and approval.

In the event the County receives additional funding for services requested under this solicitation, the County reserves the right to expand the existing scope of services for any resulting contract. Such additional services are not guaranteed and will only be requested if funds for additional services are appropriated and encumbered by the County. Additional services will be added via a contract amendment to the contract resulting from this solicitation.

III. SPECIFICATIONS/WORK STATEMENT

All services provided in Scope I and II must be provided in Montgomery County and the Contractor and its subcontractor (s) must meet all of the requirements of the Community Mental Health Program (Code of Maryland Regulations (COMAR) 10.21.17).

A. Scope I: Outreach Mental Health Services Senior Outreach Program (SOP) and Hispanic Outreach Program (HOP)

1. OUTREACH

- a. The successful offeror awarded a contract as a result of this solicitation (Contractor) must provide outreach mental health services that include a minimum of 140 home visits per month to senior adults, aged sixty (60) years or older, whose primary language is English and a minimum of thirty five (35) home visits per month to senior adults, aged sixty (60) years or older, whose primary language is Spanish.

The Contractor must treat clients at the clients' homes or at local senior facilities. If the client is ready to transition to office based services, the Contractor must accept the client into their outpatient mental health clinic or refer the client to an appropriate outpatient program.

The Contractor must market these services within the community with outreach activities, literature, and web based information. If the number of home visits falls below the monthly requirement, the Contractor must implement a more intense outreach plan to increase participation by advertising the services provided in various venues such as newspapers or radio, etc including Spanish-speaking only newspapers and radio stations. This outreach plan must be approved by the County.

- b. The Contractor must provide mental health services to homebound senior adults who:
 - i. Are referred by a DHHS program; or
 - ii. Are referred by sources other than the County; or
 - iii. Have been identified as appropriate participants for this program through the Contractor's outreach efforts; and
 - iv. Are not in psychiatric treatment with another provider; and
 - v. Agree to participate in treatment; and

- vi. Have an identified mental health issue and the capacity to participate in program.

2. ASSESSMENT

The Contractor must:

- a. Upon case assignment, respond to the referral source with the name and telephone number of the therapist that will be working with the client;
- b. Assess each client's status through interviews with the client, the client's primary care physician (PCP), and/or significant others in the client's life;
- c. After obtaining any required release of information documentation, notify the client's PCP that the client has been referred to this program and has accepted mental health services;
- d. Obtain a medical history and a mental health history for each client, complete a mental status assessment, and a diagnostic impression;
- e. Determine whether medical and/or psychiatric intervention is necessary for a client;
- f. Develop a treatment plan for each client with specific goals identified, and coordinate other resources needed for each client; and
- g. Visit the client for the first time within ten (10) working days of receiving the referral.

3. TREATMENT SERVICES

a. THERAPY SERVICES

- i. If determined to be necessary for any client, the Contractor must provide short-term treatment to include individual, couples, and family therapy modalities as well as supportive mental health services to caregivers or relevant significant others. Short term treatment or brief therapy is defined both in terms of time and focus. The number of visits can vary anywhere from six (6) to twenty five (25) visits with the average frequently being approximately twelve (12) visits. More importantly, brief therapy focuses on the situation or problem that the client presents with and concentrates on different and effective ways to improve the presenting issue and the client's quality of life. The Contractor must make appropriate referrals if other resources are needed
- ii. The Contractor must be available to provide consultation services to the DHHS Aging and Disability Services on clinical issues.

b. PSYCHIATRIC SERVICES

- i. The Contractor must deliver psychiatric evaluation and treatment services to clients in this program as needed. For English speaking clients, the Contractor must provide no more than sixteen (16) hours per month of psychiatric evaluation services by a board certified, licensed psychiatrist or psychiatric nurse practitioner. For Spanish speaking clients, the Contractor must provide no more than ten (10) hours per month of psychiatric evaluation services by a board certified, licensed psychiatrist or psychiatric nurse practitioner who is fluent in Spanish. These services must be provided in settings such as clients' residences, senior centers, adult day care facilities, or other field sites. The psychiatrist or psychiatric nurse practitioner must prepare a written psychiatric evaluation for each client seen. In addition, the Contractor must:
 - a. include the following components in the client evaluations: presenting problems (symptoms, severity, duration, precipitating factors), previous mental health treatment, health/medical history and current

status, drug/alcohol use, personal history, family history level of functioning, mental status, mood/affect, thought process, perceptual disturbances, orientation, memory, impulse control, judgment, insight, strengths, diagnostic impression, and treatment recommendations;

- b. Provide a psychiatrist or psychiatric nurse practitioner, as needed, to collaborate with each client's PCP regarding the evaluation and treatment recommendations including medication. If the PCP is comfortable assuming responsibility for prescribing the recommended psychotropic medication(s), the PCP will monitor the client's use and response to the prescribed medication. If necessary, the psychiatrist or psychiatric nurse practitioner may prescribe psychotropic medication(s) to the client for a brief period at the psychiatrist or psychiatric nurse practitioner's discretion. If the psychiatrist or psychiatric nurse practitioner prescribes medication, the psychiatrist or psychiatric nurse practitioner must monitor the client's use of and response to any prescribed medication(s) through follow-up home visits and telephone calls. The Contractor must also discuss potential medication side effects with clients and/or family caregivers, and dispense appropriate information pertaining to purpose and side effects of prescribed medications. When a client's symptoms have been reduced, the psychiatrist or psychiatric nurse practitioner must request that the client's primary care physician assume responsibility for prescribing any medication if the PCP is not comfortable than the psychiatrist or psychiatric nurse practitioner can continue to prescribe; and
 - c. Provide a licensed back-up psychiatrist or psychiatric nurse practitioner who will be available to provide support services when the primary psychiatrist or psychiatric nurse practitioner are unable to provide services. The back-up psychiatrist or psychiatric nurse practitioner must be available for phone consultations with staff and/or clients and their caregivers. When necessary, the back-up psychiatrist must visit the clients at their homes and make treatment recommendations, which could include adjustments in medication and/or collaboration with the client's primary care physician. The back-up psychiatrist or psychiatric nurse practitioner for the Spanish-speaking program must be fluent in Spanish or have ability to obtain translation services.
- ii. The Contractor must submit to the County a psychiatric evaluation (if requested by the County or if deemed necessary by the psychiatrist or psychiatric nurse practitioner) of any County-referred client who remains an open case with the County's Aging and Disability Services within one (1) week of seeing that client. These reports must be typed, proofread, and signed by the Contractor. The psychiatrist or psychiatric nurse practitioner must also be available to attend meetings with the County's clinical staff at a location and time to be determined by the County for interdisciplinary case consultation.
 - iii. The Contractor must submit to the County the names, telephone numbers and credentials of any individuals who will be providing back-up services for the Contractor.

c. ADDITIONAL PROGRAM REQUIREMENTS

- i. The Contractor must respond to emergency phone calls from the County regarding clients within three (3) hours of receiving a call. In non-emergency situations, the Contractor must return the call from the County within one (1) business day. The County may also request that the Contractor return a call from the client, provider, family member or caregiver within two (2) business days.
- ii. The Contractor must provide a regular business telephone line and a separate telephone line for telephone referrals, both lines operational, at a minimum, between the hours of 8:30 a.m. and 5:00 p.m., E.S.T, Monday through Friday. The Contractor's referral telephone line must be answered by a bilingual English/Spanish-speaking receptionist during these hours of operation. The Contractor must provide backup coverage for both telephone lines. The referrals received by the Contractor must be reviewed by a trained mental health professional to identify appropriate intervention methods. The Contractor must also provide crisis intervention services to clients by phone or in person during these hours of operation, must provide phone numbers of designated Contractor staff on call to the DHHS Crisis Center, and may be called for consultation during non- working hours.
- iii. Upon request from the County, the Contractor must provide consulting mental health services and training to other providers, such as DHHS Aging and Disability Services and community adult mental health service providers.
- iv. The Contractor must develop and maintain a system of client records in compliance with COMAR10.21.17 in a format approved by the County. All client records must be kept in a confidential file, and comply with all applicable federal, State and County laws, statutes, regulations, and policies regarding client confidentiality and privilege.
- v. In cases where the client is willing and able to transfer to outpatient services, the Contractor must refer the client to an outpatient treatment provider.
- vi. The Contractor must develop a policy and procedure within thirty (30) days of the execution of the Contract which must be approved by the County for the transfer or disposition of the Contractor's caseload of clients referred under the Contract upon termination of the Contract. The Contractor must implement this policy and procedure for transfer or disposition upon written notice from the County. The caseload transfer or disposition policy must address:
 - a. the time period for the completion of the transfer or disposition of the Contractor's caseload;
 - b. The Contractor's plan to assure that adequate client services are continued; and
 - c. the County's right to review the needs of each of the Contractor's County-referred clients for continuing care and to review client files and Contractor's files.

- vii. The Contractor must attend meetings with representatives from the County at times and locations mutually agreed upon to review matters related to the services provided under the Contract. The Contractor must also meet with representatives of the County to discuss service delivery under the contract awarded as a result of this solicitation (Contract) when requested. The Contractor must return telephone calls from the County to discuss service delivery under the contract within one (1) business day. The County reserves the right to conduct case reviews on any client receiving services under the Contract including review of client records or discussions with any client, staff working with the client, and/or others who know or work with the client. The Contractor must obtain any necessary release of information documentation and cooperate with the County in connection with any such County case review.
- viii. The Contractor must administer to clients the last 8 questions of the Mental Health Statistical Improvement Program (MHSIP) yearly, or before discharge; which will demonstrate improvement in management of symptoms, and quality of life. If a client leaves the program before the MHSIP can be completed then the therapist must complete a Clinician Rating Scale showing client improvement regarding the problem/problems for which the client sought help. In addition, Contractor must administer a County approved client satisfaction survey and report the results as stipulated in VI. Performance Outcomes section.

B. Scope II: Prevention and Early Intervention Mental Health Services for Seniors (PEMS)

The intent of this program is to reach out to seniors and service providers to increase awareness and knowledge about mental health issues and provide support in dealing with mental health problems. This will allow seniors to improve coping skills and allow providers to improve ability to work with clients with mental health issues, identify seniors who might benefit from early intervention, and make appropriate referrals when needed.

The Contractor must strive to accomplish these goals by working directly with clients and by working indirectly with providers of services to seniors such as directors of senior centers, Housing Opportunities Commission (HOC) resident counselors of senior buildings, senior assisted living program providers, nursing home staff and non-professional paid caregivers.

The PEMS services described in this scope must be delivered at sites that are convenient to seniors, the appropriate providers, and these senior's families. The sites chosen by the Contractor must be located in various areas of the County and must be approved by the County prior to the provision of services.

The Contractor must administer the Client Satisfaction Survey to clients indicating they learned something new (information, resource, skill) as a result of this activity. The Contractor must administer the Client Satisfaction Survey to Providers indicating the services assisted them in working with the seniors. In addition, Contractor must administer a County approved client satisfaction survey and report the results as stipulated in VI. Performance Outcomes section.

1. The Contractor must provide a minimum of four (4) psycho-educational group talks to a minimum of seven (7) seniors per/group each month. The Contractor must develop a plan for the provision of this service within thirty (30) days of the execution of the Contract

which must be approved by the County before any services are provided. In providing these services, the Contractor must:

- a. Conduct group sessions at various sites throughout the County where senior citizens live or congregate, including but not limited to multi-service senior centers, adult day care centers, and senior housing sites.
 - b. Address such topics as psychiatric symptoms and disorders, self-esteem, age-related issues of life transitions, loss, loneliness, and family relationships in group sessions. Topics to be discussed during these sessions must be developed in coordination with the County and with staff from senior centers, senior buildings, adult day care centers, and other congregate sites. These group sessions must be designed to introduce seniors to available mental health services.
 - c. Make an appropriate referral if a client requires additional mental health services.
 - d. Maintain a record of date, times, and locations where this service was provided, as well as topics discussed, number and names of the clients attending and of Contractor staff providing this service, and reported client satisfaction. This record must be forwarded to the County on a monthly basis by the 15th day of the following month. This record must distinguish between the number attended and the unduplicated number of persons served.
2. The Contractor must provide individual pre-admission counseling sessions for up to ten (10) new clients each month. A client is considered “new” when seen for the first time in each type of service.
- a. The Contractor must conduct these sessions at various sites throughout the County where senior citizens live or congregate, including but not limited to multi-service senior centers, adult day care centers, and senior housing sites. These sites are to be approved in advance by the County.
 - b. Referrals for pre-admission counseling sessions may come from any of the service providers mentioned in this RFP, family members, other interested parties in the community, the County, or the client.
 - c. The Contractor must design these sessions to introduce seniors to available mental health services or to provide very brief counseling. The Contractor’s pre-admission counseling services to the client may also include informal discussions with family members, friends, other care takers, or service providers.
 - d. The Contractor must provide no more than three (3) pre-admission counseling sessions to any client
 - e. If a client requires additional mental health services, the Contractor must make an appropriate referral.
 - f. The Contractor must maintain a record of the following for each client:
 - i. Name;
 - ii. Age;
 - iii. Time, dates, and locations of services provided to the client;
 - iv. Number of pre-admission sessions provided to the client;
 - v. Identification of the presenting problem;
 - vi. The source of the referral;
 - vii. The final disposition of the case; and
 - viii. The name of the staff member providing the service.

3. The Contractor must provide informal, socialization/support group sessions at designated senior centers at least every other week to discuss age appropriate issues with the goal of developing improved coping skills. The Contractor must develop a plan within thirty (30) days of the execution of the Contract for the provision of this service which must be approved by the County before any services are provided.
 - a. The Contractor must offer this service at a minimum of four (4) senior centers. If successful, as measured by seven (7) or more attendees, this number may be increased to five (5) senior centers upon approval by the County.
 - b. The Contractor must address such topics as stress reduction, life transitions, loss, loneliness, self-esteem, and family relationships in the group sessions. The group has the option of offering support around any mental health issue a client is dealing with. Topics for support group sessions must be developed in consultation with the County and with staff from senior centers.
 - c. These support group sessions must be designed to introduce seniors to available mental health services as needed and appropriate.
 - d. If a client requires additional mental health services, the Contractor must make an appropriate referral.
 - e. The Contractor must maintain a record of dates, times, locations, topics discussed, the number and the names of the clients attending, and the Contractor staff providing this service. Unduplicated client counts will be established by monthly reporting attendance as well as the number of new clients that month.
4. The Contractor must communicate monthly with directors of senior centers as needed to discuss any observed mental health problems that might benefit from early intervention and referral if necessary. If a meeting is not required, then a monthly contact must be made, via email or telephone call and documented by the Contractor.
 - a. The Contractor must maintain a record of the date of each meeting/contact, attendees, topics and/or clients discussed, the mental health problems addressed, any changes, interventions, or services that were suggested, accepted or rejected, and the staff providing this service.
 - b. If a client requires additional mental health services, the Contractor must make an appropriate referral.
5. The Contractor must communicate monthly with resident counselors of HOC buildings as needed to discuss any observed mental health problems in seniors that might benefit from early intervention and referral if necessary. If a meeting is not required, then a monthly contact, via email or telephone call, must be made and documented by the Contractor.
 - a. The Contractor must assess the mental health problem presented; identify any possible changes, interventions, or services that might improve the situation, and a method for implementation of these recommendations.
 - b. The Contractor must maintain a record of the date of the meeting/contact, attendees, topics and/or clients discussed, the mental health problems addressed, any services or interventions that were suggested, accepted, or rejected, and the Contractor staff providing this service.
 - c. If a client requires additional mental health services, the Contractor must make an appropriate referral.
6. The Contractor must provide up to twenty (20) hours per month of mental health consultation sessions to senior assisted living or group home program providers as needed to address client mental health or behavioral issues. The plan for the provision of this service must be approved in advance and in writing by the County.

- a. The Contractor must be prepared to use the “Caring for Persons with Cognitive Impairments and Mental Health Issues” curriculum when trainings are requested by assisted living providers. This curriculum was developed by the Mental Health Association and the Alzheimer’s Association and will be provided to the Contractor by the County for use.
 - b. The Contractor must assist group living providers who request consultation about a new or existing client with mental health issues in assessing any problems related to client behavior and in planning any change, intervention, or services that might improve the situation.
 - c. The Contractor must maintain a record of the date of the consultation, attendees, behavior identified, changes, interventions, or services that were suggested, accepted or rejected, and the Contractor staff providing this service. The Contractor must provide a follow-up consultation in one month which will evaluate the result of the intervention and need for further consultation. This record must be forwarded to the County on a monthly basis by the 15th of the following month.
 - d. If a client requires additional mental health services, the Contractor must make an appropriate referral.
7. The Contractor must provide four (4) mental health training sessions/year to various senior care providers (such as assisted living providers and caregivers in the community) to increase caregivers’ awareness and understanding of mental health issues. The plan for the provision of this service within thirty (30) days of the execution of the Contract which must be approved in advance by the County.
- a. The Contractor may use the “Caring for Persons with Cognitive Impairments and Mental Health Issues” curriculum described above
 - b. The Contractor must emphasize increased awareness of symptoms of mental health problems such as depressed mood, anxiety, suspiciousness, and cognitive impairments. The Contractor must also address issues that may be relevant to seniors’ mental health, such as life transitions, loss, loneliness, and family relationships. The Contractor must increase providers’ and caregivers’ knowledge about services that are available, identify seniors who might benefit from early intervention, and make appropriate referrals when needed.
 - c. The Contractor must maintain a record of the date of the activity, topics that were discussed, number of attendees, and the Contractor staff providing this service. This record must be forwarded to the County on a monthly basis by the 15th of the following month.

C. Staffing for both Scopes I and II

The Contractor must provide the following qualified personnel to provide the services required under Scope of Services of the contract resulting from this RFP:

1. The Contractor must provide a Program Director with a minimum of five (5) years’ experience in providing mental health services and who is either a board certified psychiatrist, licensed clinical social worker, board certified psychiatric clinical nurse specialist, licensed professional counselor, or licensed psychologist with a minimum of five (5) years’ experience in providing mental health services to seniors. This experience must include a minimum of two (2) years in a supervisor management role. This staff member must provide administrative, programmatic, and clinical direction to all staff providing services under this Contract and must serve as the primary contact person between the

County and the Contractor. The Program Director must attend liaison meetings as required by the County, not to exceed eight (8) hours per month;

2. Board Certified or Board eligible psychiatrist (s) or psychiatric nurse practitioner (s) licensed in the State of Maryland to provide psychiatric services as needed that will include outreach to seniors. The psychiatrist or psychiatric nurse practitioner for the Spanish speaking program must also be fluent in Spanish or be accompanied by Spanish speaking therapist to clinically facilitate the home visit. The psychiatrist(s) or psychiatric nurse practitioner(s) must have experience in providing psychiatric evaluations, written evaluations and/or reports, and prescribing psychotropic medications when necessary;
3. Board Certified or Board eligible back-up psychiatrist(s) or psychiatric nurse practitioner(s), when necessary, to provide coverage during unexpected crises, absence of the primary psychiatrist or psychiatric nurse practitioner, phone consultations with staff and/or clients and their caregivers, and home visits to clients when necessary. The back-up psychiatrist or psychiatric nurse practitioner for the Spanish speaking program must be fluent in Spanish or be accompanied by Spanish speaking therapist to clinically facilitate the home visit;
4. Professional staff to provide counseling services to clients in this Program. The professional staff members must have a minimum of a master's degree in counseling, psychology, social work, psychiatric nursing, or a related field, must be appropriately credentialed and privileged, and have a minimum of two (2) years of experience in providing mental health services to seniors.
5. The Contractor must comply with DHHS Background Clearance policy requirements for Staff. Any and all staff and volunteers having contact with children must be appropriately screened for safety precautions, including background checks and must successfully pass criminal background checks prior to providing services under the Contract.

IV. POLICIES AND PROCEDURES

- A. The Contractor must develop and maintain a written service policy and procedure for this program, as outlined in the Scope of Services to be approved by the County. The Contractor must maintain documentation verifying that each administrative and clinical staff member of the program has reviewed a copy of the service policy and procedures prior to the provision of services. Documentation for any new employees must indicate a review of policies and procedures within three (3) weeks of employment. The service policy and procedures must include:
 1. the objectives of the Programs;
 2. a description of the plan for the provision of the service; and
 3. criteria used to measure the outcomes of the service.
- B. The Contractor must provide a copy of the policies and procedures to the County within thirty (30) days of the effective date of the Contract resulting from this RFP showing that the Program's governing authority, Program Director, clinical staff, and administrative staff has reviewed the policies and procedures for service and organization. The Contractor must provide annual documentation to the County showing that any updates to these policies and procedures have been reviewed by the above mentioned staff and that any personnel added to the staff have reviewed the policies and procedures.

- C. The Contractor must develop and implement a culturally and linguistically competent program reflective of the diversity of residents in Montgomery County including service to clients with limited English proficiency.

V. RECORDS AND REPORTS

The Contractor must prepare and submit to the County monthly reports whose content and format must be approved in advance by the County. The reports must include but not be limited to caseload statistics that include activities of each Program or Scope as follows:

1. number and names of persons served, current and new
2. number and names of therapists,
3. number of referrals and source of referrals,
4. number of service requests that could not be met, and number of services provided.
5. types of outreach contacts made,
6. number of contacts made as a result of the outreach.

These reports must be submitted to the County within fifteen (15) days after the end of the reporting period and must accompany the Contractor's monthly invoices and other supporting documentation. The Contractor must also furnish an annual report based on the caseload statistics which must be submitted to the County within fifteen (15) days of the end of each contract period (the County's fiscal year runs from July 1st through June 30th).

The Contractor must permit the County to conduct a review on any client receiving services under this Contract. The County's review may include, but is not limited to, any notes related to client, discussions with any client and/or service providers, and others who know or work with the client.

The Contractor must obtain Release of Medical Information documentation for each client in the program and keep this documentation on file. The Contractor must comply with all federal, state and local laws regulations governing privacy and the protection of health information, including but not limited to, the HIPPA. The Contractor must also sign a Business Associate Agreement prior to execution of any resulting contract from this solicitation (Attachment K)

VI. PERFORMANCE OUTCOMES

A. Measure the County outcome of Beneficial Impact:

Scope-A

- (1) at least 55% of clients who demonstrate better management of symptoms and better quality of life.





Scope-B

- (1) at least 55% of clients who report an increase of awareness/knowledge about mental health issues;
- (2) at least 55% of providers that report an improvement in dealing with clients with mental health problems

B. Customer Satisfaction:

- (1) at least 65% of clients surveyed respond "very satisfied" or "satisfied" to customer satisfaction surveys below administered by the Contractor to clients:

How would you rate your recent experience with this program or service in each of the following areas:

	Very Satisfied 	Satisfied 	Not Satisfied 	Very Unsatisfied 	Don't Know/Not Applicable
Responsive/ Timeliness					
Courtesy/respect					
Overall Experience					

SECTION D - PERFORMANCE PERIOD

1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which the Contractor must perform all work under the contract begins on the contract's effective date and ends on June 30, 2017. The Contractor must perform all work in accordance with the time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Director may exercise this option to renew the term four (4) time(s) for one (1) year each.

2. PRICE ADJUSTMENTS

Prices quoted are firm for the first term of the Contract resulting from this solicitation. The specific terms of subsequent price adjustments will be determined during contract negotiations. However any request for a price adjustment after the first term will be subject to the following:

- A. A request for price increase must be made in writing 60 days prior to the contract expiration date to the Program Monitor and submitted with justification for the request including supporting documents.
- B. Approval or rejection by the Director, Office of Procurement, or designee;
- C. Available funding;
- D. The price increase will be capped by a predefined limit and/or measure such as the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- E. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- F. The price adjustment must be executed by written contract amendment and it will go into effect 60 days from the date of the written request for same.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a. The QSC will also review an offeror for responsibility.
- b. Vendor interviews will be conducted with the 3 highest scoring offerors that achieve at least a score of 60 points based on the QSC's score for each written proposal. The interview criteria that will then be utilized is listed below under Section E.2.b.
- c. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's combined written and interview score, and its responsibility determination.
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.
- e. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee(s), by the Director, Office of Procurement, the County will enter into negotiations with the proposed awardee(s). If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee(s).
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. <u>EVALUATION CRITERIA</u>		<u>POINTS</u>
a. Written Proposal Evaluation Criteria		
The QSC will evaluate the written proposals based on the following criteria.		
1.	Knowledge, Ability and Experience in providing mental health services to seniors in both their homes and in community settings as well as providing psycho-education, consultation to providers of services to seniors and education to providers of services to seniors in relation to mental health issue.	20
2.	Knowledge of specific issues and risk factors affecting senior behavioral health as well as the challenges they may face in seeking and obtaining services. This must include a knowledge of local resources available for referrals as needed for office based behavioral health, somatic health and adult protective services issues.	20
3.	A detailed plan to implement services required by both scopes of this RFP, including geographic locations for services and adequate staffing plan including a description of the knowledge and experience of all those who will provide services	30
4.	Evaluation of the Offeror's proposed costs and justification of proposed costs for the annual line-item budget using the required forms (Attachment J).	20

5.	MFD Participation (see Attachment I.	10
	Highest possible QSC score for written proposal evaluation	100
b. Interview Evaluation Criteria The QSC will evaluate the interviews based on the following criteria.		
1.	Demonstration of conceptual, operational, and theoretical knowledge base in working with the target population. (a maximum of 25 points possible).	25
2.	Anticipation of issues that may be new as the Baby Boom cohort enter this age group and any suggested solutions. (a maximum of 25 points possible).	25
3.	Discussion of both traditional and non-traditional venues for delivery of mental health services for Seniors (a maximum of 20 points possible)	20
4.	Evaluation of the Offeror's proposed costs and justification of proposed costs for the annual line-item budget using the required forms (Attachment J)	20
5.	MFD Participation (see Attachment I)	10
	Highest possible QSC score for interview evaluation:	100

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER ITS PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

- e. Offerors must submit one (1) original and **five (5)** copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. The proposal must be in a font size no smaller than 11 pt., excluding all attachments (references, Attachment A to this RFP). Additional information required in the RFP will be considered as additional attachments. Proposals must include the following information (including labeled sections numbered as shown):`
 - a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and email address.
 - b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
 - c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
 - d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law and may be rejected.
 - e. Mid-Atlantic Purchasing Team Rider Clause - Attachment B

- f. Minority, Female, Disabled Persons Subcontractor Performance Plan - Attachment D. **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal. Note: Offerors who are seeking additional MFD participation evaluation scoring points (see Section E above and the requirements and examples in Attachment I) MUST complete and submit this form with its proposal submission.**
- g. Minority Business Program and Offeror's Representation – Attachment C: **Note: Offerors who are seeking additional MFD participation evaluation scoring points described under Section F, f. above, should complete and submit this form with its proposal submission.**
- h. W-9, Articles of Incorporation, IRS letter of Determination (if not-for-profit organization), Proof of Good Standing with the State of Maryland Department of Assessments and Taxation Business Services (<http://sdat.resiusa.org/ucc-charter/default.aspx>) – if applicable.
- i. A detailed description of the Offeror's knowledge, ability and experience in providing mental health services to seniors in both their homes and in community settings as well as providing psycho-education, consultation to providers of services to seniors and education to providers of services to seniors in relation to mental health issues.
- j. A detailed description of the Offeror's knowledge of issues and risk factors affecting senior behavioral health as well as the challenges that they may face in seeking and obtaining services. This must include a knowledge of local resources available for referrals as needed for office based behavioral health, somatic health and adult protective services issues.
- k. A detailed plan to implement services required by both scopes of this RFP, including geographic locations for services and adequate staffing plan including a description of the knowledge and experience of all those who will provide services.
- l. Proposed Cost and Justification- Provide an annualized line item budget and narrative justification for the budget. Personnel justification must include salaries or salary range for each staff position. **THE ATTACHED MCDHHS PROGRAM BUDGET FORM, ATTACHMENT J IS THE ONLY BUDGET FORMAT THAT WILL BE ACCEPTED, AND MUST BE SUBMITTED WITH YOUR PROPOSAL.** Be sure all direct costs associated with Program Management, Administration and Coordination, and Fiscal management are shown and described in detail. Summarize the budget figures in the text of the proposal.

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The Contractor will be paid on a monthly basis within thirty (30) days of submission of an acceptable and proper invoice, approved by the County.

In the event the County receives additional funding for services requested under this solicitation, the County reserves the right to expand the existing scope of services for any resulting contracts. Such additional services are not guaranteed and will only be requested if funds for additional services are appropriated and encumbered

by the County. Additional services will be added via a contract amendment to the contract(s) resulting from this solicitation.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Office of Procurement, is the delegated contracting officer. Therefore, the Director, Office of Procurement, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Office of Procurement;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

The Contract Administrator for any contract resulting from this solicitation is Phil Royston.

SECTION I - SPECIAL TERMS AND CONDITIONS

Not Applicable

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52(b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- 1) Assist another party in the matter or another person if the person has a direct and substantial interest in the matter; or
- 2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A**REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF
FIRM:

ADDRESS:

CITY: STATE: ZIP:

CONTACT PERSON: PHONE:

EMAIL:

NAME OF
FIRM:

ADDRESS:

CITY: STATE: ZIP:

CONTACT PERSON: PHONE:

EMAIL:

NAME OF
FIRM:

ADDRESS:

CITY: STATE: ZIP:

CONTACT PERSON: PHONE:

EMAIL:

ATTACHMENT B**MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE****A. Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contracts(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

B. Contract Agreement

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractors(s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

C. A negative reply will not adversely affect consideration of your bid.**D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)****E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to the jurisdiction by the awardee.****F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

G. Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
		Alexandria, Virginia			Howard County Schools
		Alexandria Public Schools			Herndon, Virginia
		Alexandria Sanitation Authority			Leesburg, Virginia
		Annapolis City			Loudoun County, Virginia
		Anne Arundel County			Loudoun County Public Schools
		Anne Arundel Schools			Loudoun County Water Authority
		Arlington County, Virginia			Manassas, Virginia
		Arlington County Public Schools			City of Manassas Public Schools
		Baltimore City			Manassas Park, Virginia
		Baltimore County Schools			MD-National Capital Park & Planning Comm.
		Bladensburg, Maryland			Metropolitan Washington Airports Authority
		Bowie, Maryland			Metropolitan Washington Council of Governments
		BRCP			Montgomery College
		Carroll County			Montgomery County Public Schools
		Carroll County Schools			Prince George's County, Maryland
		Charles County Government			Prince George's Public Schools
		Charles County Schools			Prince William County, Virginia
		City of Fredericksburg			Prince William County Public Schools
		College Park, Maryland			Prince William County Service Authority
		District of Columbia Government			Rockville, Maryland
		District of Columbia Schools			Spotsylvania County Govt. & Schools
		District of Columbia Water & Sewer Auth.			Stafford County, Virginia
		Fairfax County, Virginia			Takoma Park, Maryland
		Fairfax County Water Authority			Upper Occoquan Sewage Authority
		Falls Church, Virginia			University of the District of Columbia
		Fauquier County Schools & Govt., Virginia			Vienna, Virginia
		Frederick, Maryland			Washington Metropolitan Area Transit Auth.
		Gaithersburg, Maryland			Washington Suburban Sanitary Commission
		Greenbelt, Maryland			Winchester, Virginia
		Harford County			Winchester Public Schools
		Harford County Schools			
		Howard County			

 Vendor Name

RFP #1059910
ATTACHMENT C

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program Manager, Division of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY!

NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO
DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Return by: Email – MFD@montgomerycountymd.gov or FAX – 240-777-9952

For assistance, contact the MFD Office at 240-777-9912

ATTACHMENT D

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

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MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICANThe percentage of total contract dollars to be paid to this
subcontractor :This subcontractor will provide the following goods and/or
services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICANThe percentage of total contract dollars to be paid to this
subcontractor:This subcontractor will provide the following goods and/or
services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICANThe percentage of total contract dollars to be paid to this
subcontractor:This subcontractor will provide the following goods and/or
services:

4. Certified By: _____
 Subcontractor Name: _____
 Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

 Date: _____
 MFD Program Officer

 Date: _____
 MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

 Date: _____
 Director
 Cherri Branson
 Office of Procurement

 Date: _____
 Director
 Cherri Branson
 Office of Procurement

RFP #1059910

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement, of any proposed change to the Subcontractor Performance Plan.

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ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Office of Procurement, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date, and it conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F**MANDATORY INSURANCE REQUIREMENTS**

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum*(not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary.

Commercial General Liability

In an amount of not less than ***one million dollars (\$1,000,000)*** combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract in an amount of not less than:

Each Claim \$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of one (1) year beginning at the time work under this Contract is completed.

Fidelity Bond / Crime

A Fidelity Bond (also known as a faithful performance bond or an honesty bond) in the amount of not less than \$30,000. Bond must cover all employees performing within the scope of services described herein. The bond shall cover loss due to dishonest acts of employees and/or failure to faithfully perform duties. The bond must not carry a deductible. Employee theft coverage evidenced under another crime policy will be accepted in lieu of this bond requirement. The fidelity bond shall be maintained in full force and effect until termination of the contract with the County.

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the minimum insurance coverage specified.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

CERTIFICATE HOLDER

Montgomery County, Maryland
DHHS - CTM / Kara Ingram Dukes
401Hungerford Drive, 6th Floor
Rockville, Maryland 20850

ATTACHMENT GWage Requirements for Services ContractAddendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (g)): If any federal, state, or county law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A.
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the wage requirements. Section 11B-33A (h).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL.
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.
- I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. If the County determines, as a result of a WRL audit that the Contractor has violated requirements of the WRL, including but not limited to the wage requirements, the County will assess the Contractor for the cost incurred by the County in conducting the audit. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.
- J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested

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by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may assess against, or withhold from payment to, Contractor, the liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

L. For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or WRL@montgomerycountymd.gov.

[Remainder of Page Intentionally Left Blank]

Wage Requirements Law Certification

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County's Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK ☒ or ☒ in ALL BOXES BELOW that apply.

☐ A. Wage Requirements Compliance

This Contractor, as a "covered employer", will comply with the requirements under County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or WRL). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below.

(<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, "Wage Requirements," because it is:

1. Reserved – [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1);
- ☐ 3. a public entity. Section 11B-33A (b)(2).

- ☐ 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).
- ☐ 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

☐ E. Sole Proprietorship

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employees other than the sole proprietor; and
- (3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number		E-Mail	

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

[illegible]

* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;

9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Office of Procurement, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, becomes final and binding;
11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and
13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.
14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.
15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

Evaluation Criteria- Additional MFD Points in RFPs

I. Overview

Montgomery County Code, §§ 11B-57 through 11B-64, as amended by Bill 48-14, requires that a minority-owned business (MFD) be encouraged to participate in a procurement where a MFD percentage goal has been set under §11B-60 (a).

Consistent with this law, the Office of Procurement has included an evaluation factor that awards additional points (up to ten percent (10%) of the total available points assigned to the Request For Proposals), to an offeror that: (1) has a County-recognized MFD certification; or (2) has no County-recognized MFD certification, but through subcontracting with MFD certified firms, exceeds the set, aggregate fiscal year (FY) percentage goal related to the applicable purchasing category (i.e. professional services; nonprofessional services; goods; or construction) (referenced herein as “set percentage purchasing category goal” or “participation goal”).

Additional points will be awarded in the following manner:

(a) to an offeror that has a County-recognized MFD certification- Additional points, up to a total of 10% of the evaluation points, may be awarded for both (i) its MFD status, and (ii) its MFD subcontractor participation, as shown in its MFD Performance Plan, in proportion to the applicable set percentage purchasing category goal, regardless of whether the participation exceeds the set percentage goal for MFD participation; or,

(b) to an offeror that has no County-recognized MFD certification- Additional points, equal to 10% of the evaluation points, may be awarded if the MFD Performance Plan submitted by Offeror with its proposal shows that its MFD subcontractor participation **exceeds** the set percentage purchasing category goal.

Consistent with, and subject to, the methodology noted in (a) and (b) above, an Offeror may receive additional MFD points only if it has a County-recognized MFD certification or submits an MFD Performance Plan with its proposal that supports the additional MFD points. For a list of County-recognized MFD certifications, please see: www.montgomerycountymd.gov/mfd.

II. Calculation Criteria

The calculation for additional evaluation points awarded under the above-stated criteria for this solicitation is as follows:

1. Additional points must not exceed 10% of the total evaluation points.
2. For a listing of current FY set percentage purchasing category goals, please refer to www.montgomerycountymd.gov/mfd.

III. Eligible Categories

A. If the Offeror has a County-recognized MFD certification, it will receive additional points that equal 5% (.05) of the total evaluation points, as well as additional points based on its MFD subcontracting participation percentage compared to the set percentage purchasing category goal (regardless of whether the Offeror’s MFD participation exceeds the set percentage purchasing category goal), in proportion to the total evaluation points. In this circumstance, additional points are calculated as follow:

B.

- 1) Add points equal to 5% of the evaluation points (for having a County-recognized MFD certification).
 - 2) Add further additional points based on the MFD subcontracting percentage submitted by the Offeror, divided by the set percentage purchasing category goal, the result of which is then divided by 10, to determine the percentage of the total evaluation points to award.
 - 3) Total additional points is the sum of items 1) and 2) above, up to a maximum of 10% of the total evaluation points.
- B. If the Offeror has no County-recognized MFD certification, it will receive no points for its own MFD participation. However, if that Offeror's MFD subcontracting participation percentage exceeds the set percentage purchasing category goal, it will receive additional points equal to 10% (.10) of the total evaluation points. The Offeror will not receive additional points if its MFD subcontracting percentage does not exceed the set percentage purchasing category goal.

IV. Examples

The following scenarios may provide helpful illustrations of the process. For each scenario, assume the solicitation is for professional services. In the professional services category, the goal for MFD participation is 15%. Additionally, assume that the total possible evaluation points are 100, so that the 10% maximum for additional MFD points corresponds to no more than 10 total possible points.

- **Scenario 1:** The Offeror has a County-recognized MFD certification, and submitted an MFD subcontracting plan with 16% (.16) participation (which exceeds the set 15% (.15) MFD participation goal).
Result: 10 additional points are awarded.
Calculations: 5 [= .05 x 100] additional points for the Offeror having a County-recognized MFD certification, and 10 points for exceeding the set participation goal: [5 + 10 =] 15 points. Accordingly, the Offeror would receive the maximum allowable 10 additional points.
- **Scenario 2:** The Offeror has a County-recognized MFD certification, and submitted an MFD subcontracting plan with 6% (.06) participation (which is less than the 15% (.15) set participation goal).
Result: 9 additional points are awarded.
Calculations: 5 [= .05 x 100] additional points for the Offeror having a County-recognized MFD certification. Because its MFD subcontracting percentage partially meets the set participation goal, the Offeror receives [(.06 ÷ .15) = .40 ÷ 10 = .040 x 100 evaluation points =] 4 additional points. The Offeror receives a combined [5 + 4 =] 9 additional points.
- **Scenario 3:** The Offeror has a County-recognized MFD certification, and submitted no MFD subcontracting plan.
Result: 5 additional points are awarded.
Calculations: 5 [= .05 x 100] additional points for the Offeror having a County-recognized MFD certification, and 0 points for MFD subcontracting.
- **Scenario 4:** The Offeror has no County-recognized MFD certification, and submitted an MFD plan with 20% (.20) MFD subcontracting participation (which exceeds the 15% (.15) set participation goal).
Result: 10 additional points are awarded.
Calculations: Although the Offeror has no County-recognized MFD certification, it receives 10 additional points because its MFD subcontracting exceeds the 15% set percentage purchasing category goal.

- Scenario 5:** The Offeror has no County-recognized MFD certification, and submitted an MFD plan with 13% (.13) minority subcontracting participation (which is less than the 15% (.15) set percentage purchasing category goal).
Result: 0 additional points are awarded.
Calculations: Offeror has no County-recognized MFD certification, and its proposal does not exceed the 15% (.15) set percentage participation goal. It receives 0 additional points.
- Scenario 6:** The Offeror has no County-recognized MFD certification, and either submitted: (i) no MFD plan, or (ii) an MFD plan with a percentage of MFD participation that does not exceed the set percentage purchasing category goal.
Result: 0 additional points are awarded. (See “Calculations” in Scenario 5 above).

Scenario: (with MFD goal of 15%, and total of 100 points)	Prime: MFD	Prime: Non-MFD
Submits MFD plan with 16% participation	5 points for Prime being MFD 10 points for exceeding MFD goal	10 points for exceeding MFD goal
	Total: 10 points (Ceiling)	Total: 10 points
Submits MFD plan with 6% participation	5 points for Prime being MFD 4 points for partial MFD participation	0 points for NOT exceeding MFD participation goal
	Total: 9 points	Total: 0 points
Submits NO MFD plan, or an MFD plan with 0% to 15% participation	5 points for Prime being MFD	0 points for NOT exceeding MFD participation goal
	Total: 5 points	Total: 0 points

V. Waiver Provisions

Prior to Contract Award, the Director, Office of Procurement, or his/her designee, may determine whether an offeror has demonstrated good faith efforts to meet the subcontracting requirements under County law. The Director, upon a finding that the Offeror demonstrated good faith efforts to comply with the subcontracting requirements, has the authority to waive, in whole or in part, the MFD requirement in order to permit the Offeror to remain eligible for a Contract Award.

ATTACHMENT J (BUDGET FORM)
DHHS Contract Budget

Vendor/Organization Name:

Address:

City, State, Zip Code:

Contact Person:

Phone/Fax/E-Mail:

Contract Number:

Service Area:

BUDGET SUMMARY	FY 2017 Budget
Category	Contract Expenses
A. Salary Expenses	
Fringe Benefits (___ % of salary expenses)	
Total Personnel (Salary + Fringe)	
B. Direct (Operating) Expenses	
C. Capital Expenses	
Subtotal of Contract Expenses	
Indirect/Administration (__ % of Subtotal of Contract Expenses)	
Total Contract Budget:	

BUDGET DETAIL

A. Salary Expenses and Fringe Benefits

Position	Incumbent	Annual Salary	Full Time equivalent (FTE), this contract	Expenses to this Contract	Fringe Benefit Rate	Fringe Benefits	Justification for Position
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
Total Salary Expenses				\$	Total Fringe	\$ -	

B. Direct (Operating) Expenses

Expense Category		Cost	Justification of Costs
Consulting (if more than one consultant, list each one on a separate line)		\$ -	
Staff Development		\$ -	
Travel		\$ -	
Rent		\$ -	
Utilities		\$ -	
Maintenance		\$ -	
Telephone Bill		\$ -	

Other Communications		\$	-	
Equipment (up to \$5,000)*		\$	-	
Maintenance		\$	-	
Supplies		\$	-	
Insurance		\$	-	
Postage		\$	-	
Printing		\$	-	
Other Expenses (list)		\$	-	
		\$	-	
Total Direct Expenses		\$	-	

C. Capital Expenses, if applicable (greater than \$5,000)*

Description		Cost	Justification of Costs
		\$	
		-	
		\$	
		-	
		\$	
		-	
Total Capital Expenses		\$	
		-	

Approved by: (for the Vendor)

Approved by: (Monitor, for the Dept. of Health and Human Services)

Signature _____ Date _____

Name (please print): _____

Title: _____

Signature _____ Date _____

Name (please Print): _____

Title: _____

*Equipment includes items up to \$5,000. Items greater than \$5,000 are capital expenses.

Attachment K

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between Montgomery County, Maryland (hereinafter referred to as “Covered Entity”), and _____ (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

I. GENERAL

A. Covered Entity has a business relationship with Business Associate that is memorialized in Montgomery County Contract # _____ (the “Underlying Agreement”), pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, “HIPAA”), as all are amended from time to time; and

B. The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

C. For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

D. This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate’s obligations to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General I §§4-301 *et seq.*) (“MCMRA”) or other applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate’s performance of the Underlying Agreement; and

E. This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

F. The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

II. DEFINITIONS.

A. The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

B. Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

1. “Breach” is defined at 45 CFR § 164.402.

2. “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean [Insert Name of Business Associate].

3. "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.
4. "Designated Record Set" is defined at 45 CFR § 164.501.
5. "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.
6. "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.
7. "Required By Law" is defined at 45 CFR § 164.103.
8. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.
9. "Security Incident" is defined at 45 CFR § 164.304.
10. "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

III. PERMISSIBLE USE AND DISCLOSURE OF PHI

A. Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, MCMRA, or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

B. Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

C. Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

D. Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

E. Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

F. Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section III.F must:

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;
2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;
3. Be in substantially the same form as Exhibit A hereto;
4. Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;
5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
6. Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;
7. If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;
8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;
9. State whether the PHI was actually acquired or viewed;

10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address;

and

12. Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III.F.4 – III.F.11 above.

G. Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

H. In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

I. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

J. Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

K. Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

L. To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

M. A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

N. To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

O. Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

P. Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

Q. Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

R. Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

S. Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

T. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

U. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

V. Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

2. Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

3. If neither termination nor cure is feasible, report the violation to the Secretary.

4. This Article IV, Term and Termination, Paragraph B, is in addition to the provisions set forth in Paragraph 27, Termination for Default of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

3. Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, the MCMRA, or other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. CAUSES OF ACTION IN THE EVENT OF BREACH. As used in this paragraph, the term “breach” has the meaning normally ascribed to that term under the Maryland law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in Paragraph 18, “Indemnification”, of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement in which “Business Associate” is “Contractor” and “Covered Entity” is “County”, for purposes of this Agreement.

VII. MODIFICATION; AMENDMENT. This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

IX. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

B. Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Joy Page, Esq.
Deputy Privacy Official
Montgomery County, Maryland
401 Hungerford Drive, 7th Floor
Rockville, Maryland 20850
(240) 777-3247 (Voice)
(240) 777- 3099 (Fax)

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

D. Maryland Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Maryland, without regard to choice of law principles.

E. Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

F. Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

(INSERT NAME OF BUSINESS ASSOCIATE)

MONTGOMERY COUNTY, MARYLAND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Montgomery County, Maryland, (the “County”) and
- _____ (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an “Incident”) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

Does the Incident involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary) _____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

Contact information to ask questions or learn additional information:

Name: _____

RFP #1059910

Title: _____

Address: _____

Email Address: _____

Phone Number: _____